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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 23rd July, 2026

No. 459066-HII(2)-2026/6841—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **53/2024 dated 26.05.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULWINDER SINGH S/O SH. KULDEEP SINGH, R/O HOUSE NO. 17, NEAR SAI BABA MANDIR, GHEL ROAD, AMBALA CITY. (Workers Union)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS MANAGING DIRECTOR (Management)

AWARD

1. Vide Endorsement No.459066-HII(2)-2024/14760 Dated 23.09.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Kulwinder Singh *(here-in-after referred "workman")* to M/s DeshSewak Association *(here-in-after referred "management")* under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955")* in following words :-

"Whether the arrears of revision of pay to Sh. KulwinderSingh S/o Sh. Kuldeep Singh, R/o House No.17, Near Sai Baba Mandir, Ghel Road, Ambala City (Applicant/Claimant) AND M/s DeshSewak Association, Sector 29-D, Chandigarh Through its Managing Director (Management) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND Writ Petition (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

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2. Upon notice, the workman appeared through his Representative. Briefly stated the averments of claim application are that the applicant-workman is working as Office Assistant in the Advertising Department of DeshSewak Printers Limited having its registered office at Sector 29-D, Chandigarh on a monthly wage of `10,916/- including all perks and allowances. He is a regular employee of the management. On account of revision of pay & other allowances accrued on the acceptance of recommendation of Majithia Wage Board, which was accepted by the Government of India and notified in the Gazette of India on 11.11.2011, a substantial amount is due from DeshSewak Printers Limited, as such, he is fully competent to involve the jurisdiction of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vested under Section 17(1) of the Act 1955. There is no complaint against his work & conduct and the same is appreciated by all his colleagues and superiors. The services of the applicant-workman were being regulated under the Act 1955. The Central Government constituted two Wage Boards in the year 2007 under Section 9 and 13(c) of the Act 1955 for the purpose of enabling the Central Government to fix and revise the rates of wages for working journalists and non-journalists employees. The Wage Board gave recommendation for fixing and revising the rates of wages to the Government of India on 25.10.2011 and was officially published in the Gazette on 11.11.2011. As per the same, employees have been categorised in groups and the applicant-workman being an Office Assistant falls within the ambit of Group 4 Factory Staff of the Schedule - III (Grouping of Non-Journalist Newspaper Employees Factory Staff. The applicant-workman along with other employees of the management through their Union had been demanding payment of arrear of wages as per the Majithia Wage Board recommendations. The demand of the employees has not been acceded by the respondent-management. The applicant-workman had got his arrears calculated from the Competent Chartered Accountant as per the Majithia Wage Board Recommendations w.e.f. 11.11.2011 to 31.12.2017. Total amount of ` 2,82,074/-excluding interest due from the management. The management intentionally and deliberately not implementing the recommendation of Majithia Wage Board despite regular demand of the employees. Having been aggrieved by the recommendations of the Majithia Wage Board, numerous writ petitions were filed by various Newspapers challenging the recommendations of Majithia Wage Board before the Hon'ble Supreme Court of India. The matter was thoroughly examined by the Hon'ble Apex Court and the same was rejected vide order dated 07.12.2014. Consequently, the recommendations of the Majithia Wage Board have attained finality and are binding in nature. A prayer was made that the management may be directed to issue direction for implementation of recommendation of the Majithia Wage Board and the applicant-workman be paid a sum of ` 2,82,074/- as arrears of wages along with interest @ 12 per annum from the date of accrual till actual realisation.

3. Upon notice, none appeared on behalf of the management despite service, as such, the management was proceeded against ex-parte. Thereafter, an application for setting aside ex-parte order was filed by the management, to which Learned Representative for the applicant-workman pleaded no objection.

4. Today i.e. on 26.05.2026 neither the workman nor anyone on his behalf has appeared before the Court.

5. I have gone through the case file. In the case in hand, as per claim of the workman, he was claiming the arrears on account of revision of pay & other allowances as per recommendations of the Majithia Wage Board. However, none has appeared on behalf of the workman before the Court to pursue his case. It seems that the workman is not interested in perusing the matter. Accordingly, the industrial dispute in hand stands declined for want of prosecution. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : May 26, 2026

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 23rd July, 2026

No. 674379-HII(2)-2026/6837.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **43/2021 dated 18.05.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AJNESH KUMAR, AGED 33 YEARS, S/O LATE SH. ROSHAN LAL BHARDWAJ, R/O H.NO.62, NEW COLONY, KHUDA LAHORA, PART - I COLONY, U.T. CHANDIGARH. (WORKMAN)

AND

1. THE MANAGER, TEAM LEASE SERVICES, SCO NO. 60-62, CABIN NO. 401-402, RELIANT BUSINESS CENTRE, 4TH FLOOR, SECTOR 17, CHANDIGARH - 160017.

2. THE BUSINESS DIRECTOR, BASF INDIA LTD., NMHO, PLOT NO.12, THANE BELAPUR ROAD, NEVI MUMBAI - 400705.

3. THE HR MANAGER, BASF INDIA LTD., SHREE SAWAN KNOWLEDGE PARK, 4TH FLOOR, D-504, THANE BELAPUR ROAD, TURBHE, NEVI MUMBAI - 400705.

4. THE MANAGER, TEAM LEASE SERVICE PVT. LTD., 6TH FLOOR, BMTC COMMERCIAL COMPLEX, 80FT ROAD KORAMANGALA, BANGALORE - 560095, KARNATAKA.

5. MASTER BUILDERS SOLUTIONS INDIA PVT. LTD., REGISTERED OFFICE AT CAPITAL 'A' WIND, 1204-C, 12TH FLOOR, PLOT NO.C-70, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400151 (SUBSTITUTED WITH SIKA INDIA PRIVATE LIMITED, PLOT NO.D-101/2, MIDC INDUSTRIAL AREA, SHIRAVANE, NERUL, NAVI MUMBAI - 400706. (MANAGEMENT)

AWARD

1. Workman Ajnesh Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman in his claim statement has mentioned that he was appointed as Sales Co-ordinator on 02.02.2016 through service provider named as Randstand in the respondent-Company. It is stated that originally, he was appointed by BASF on the aforesaid post by way of services of the Company namely Randstand and the appointment letter was issued on 13.01.2016. Thereafter, BASF shifted the services Randstand to Team Lease, Bangalore. His job description related to co-ordinatingthe office work, dealing with Company suppliers and orders. He was issued an appointment letter on 01.04.2017stating

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the terms & conditions of the employment and the said terms & conditions constituted the provisions having legal force governing his services. In pursuance to the aforesaid appointment, he was issued the employee code No.1176021 for the purpose of registration of employee under the Employees' Provident Fund Scheme, 1952 and connected / subsequent rules / schemes and regulations. He was also registered under the Employees State Insurance Act, 1948 as well as the Payment of Gratuity Act, 1972. The workman submitted that he had worked very diligently and also issued periodical appreciation letters and memos. Vide letter dated 04.03.2019, his services were extended till 28.02.2020. The workman submitted that he received e-mail dated 28.08.2019 wherein it was mentioned that his contract of service w.e.f. 01.04.2017 will come to end on closing hours of 28.09.2019 and company will not renew the appointment in future period. The workman stated that his services were terminated illegally without affording any opportunity of hearing. His services were extended till 28.02.2020 vide letter dated 04.03.2019 but inspite of said extension, his services were terminated. It is stated that on 29.08.2019, he received a unilateral termination letter from the Company which stated the same to be the contract closure document. He replied to the termination letter dated 29.08.2019 vide email dated 27.09.2019 and specifically pointed out illegalities committed by the management but no reply was received by the workman. The workman stated that termination letter dated 29.08.2019 is liable to be set aside as his services were extended till 28.02.2020 vide letter dated 04.03.2019 and further the workman was a Sales Co-ordinator and looking after the work of Sales for the whole of the North Region. The services of the workman were available at the Company's disposal for sales / supply business of the Company and the said work was not part of any limited project of the Company, therefore, there was no project closure which could have any bearing on the services of the workman. Further, his work & conduct was excellent. It is stated that illegal action of the management was a result of due diligence of the workman as far as his work was concerned, his refusal to oblige the Company's officials with favours / work which was not part of his job discretion. He stated that another person was appointed by the management to undertake the same responsibility and duties as were being discharged by the workman for the management. It is stated that after issuance of the termination letter dated 28.09.2019, the workman duly submitted all the Company's assets to the Cluster Manager, Chandigarh and it was requested by him to issue NOC. Legal notice dated 03.10.2019 was issued by the workman, which was replied by the management vide letter dated 18.10.2019 wherein it was mentioned that due to expiry of work assignment contract of the workman, his services came to end on 26.09.2019 and as per terms & conditions of the appointment letter dated 01.04.2017, the management was entitled to terminate the contract with an advance written notice of 15 days. The workman also served legal notice dated 27.11.2019 with a prayer to give service benefits, PF, gratuity, leave encashment but no reply was received from the management. Thereafter, the workman issued demand notice dated 24.01.2020 under Section 2A of the ID Act and in pursuance of the said demand notice, no amicable settlement was arrived in the office of Assistant Labour Commissioner during the course of conciliation proceedings and he was directed to approach the Appropriate forum for adjudication of the dispute. It is stated that the management has released the salary of the workman up to September, 2020 whereas he was entitled for the salary of whole contract period i.e. till 28.02.2020 and non-payment of salary / earned wages and balance thereof is illegal and arbitrary. He suffered mental agony, financial hardship and physical harassment. A prayer was made for reinstatement in service with all service benefits including continuity of service and full back wages and consequential relief.

3. Upon put to notice Shri K. K. Verma appeared as Representative for management No.1 & 4 and filed written statement. Respondent No. 2 & 3 were deleted from array of parties vide order dated 01.02.2023. M/s Master Builders Solutions India Pvt. Ltd. was impleaded as respondent No.5 vide order dated 01.02.2023. Learned Representative for management No.5 appeared before the Court and filed separate written reply.

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4. The management No.1 & 4 in their written statement took the preliminary objections inter alia that the statement of claim was misconceived, untenable and without application of mind as the present case was not covered under Section 25F of the ID Act and same was covered within the purview of Section 2(oo)(bb) of the ID Act. The employment of the workman was for fixed term subject to the terms & conditions of the appointment letter dated 01.04.2017. The workman has lastly worked with the answering management till 30.09.2019 and after expiry of his work assignment, he was relieved from the employment and paid full & final settlement. Therefore, the question of his termination or paying retrenchment compensation does not arise. It is stated that as per the letter of appointment dated 1st April, 2017, the workman was given statutory advance notice as per Clause No.1 of the appointment letter dated 28.08.2019 and paid salary towards notice period in the month of September, 2019. The payment of provident fund had already been released to him in the financial year 2019-20 and job assignment came to end due to expiry of work assignment on 26.09.2019. Therefore, he was not entitled for the salary from October, 2019 to February, 2020. He was not entitled for payment of gratuity and leave encashment, therefore, nothing due was payable to him. It is stated that the workman was appointed as Office Co-ordinator on purely contractual basis and as per Clause 3 of the appointment letter, the contract engagement came to end on expiry of the work assignment and subsequent project closure. Further, the appointment letter neither offered employment nor the workman became an employee of the answering management. He was selected to perform work assignment and the nature of relationship with the answering management was that of contract service for a fixed period. It is stated that on 07.02.2018, the work assignment of the workman was extended from 01.03.2018 to 28.02.2019 and again on 04.03.2019,the term was extended from 01.03.2019 to 28.02.2020 on the same terms & conditions of work assignment of letter dated 01.04.2017, however, there was revision in the salary of the workman w.e.f. 01.07.2019 and accordingly the same was accepted by the workman and the answering management started paying a sum of ` 29,763/- net salary. Thereafter, due to expiry of work assignment and subsequent project closure, the contractual employment came to end on 28.08.2019 by giving advance notice of 30 days by the management. Notice period commenced from 28.08.2019 to 26.09.2019 and thereafter, the respondent-management lastly paid wages for the month of August and September, 2019 i.e. ` 29,763/-towards the wages for notice period of 30 days as given in the letter dated 28.08.2019 on account of full & final settlement of all the claims. Payment to the tune of ` 63,999/- was paid to the workman on 09.12.2019 by the management after executing necessary documents. It is stated that the Court at Chandigarh has no jurisdiction to adjudicate the dispute, as per Clause 6 of the appointment letter wherein it mentioned that any dispute shall be referred to the sole Arbitrator appointed by the answering management in accordance with the Arbitration & Conciliation Act, 1996, at Bangalore (Karnataka), India. Further, the demand notice alleging illegal termination is false and frivolous as his services were already discontinued as per the conditions of the appointment letter. It is submitted that the workman has concealed the material facts from the Court as he has not mentioned that he has already settled and withdrawn his PF amount in the month of December, 2019. A prayer was made for dismissal of the claim statement.

5. Management No.5 filed separate written statement wherein it is submitted that the workman has preferred the application against the respondents aggrieved by the termination of his employment with management No.1 and it is submitted that the proceedings before this Court was not maintainable as the workman was employed in supervisory capacity as Office Co-ordinator in terms of appointment letter dated 01.04.2017 drawing monthly renumeration of more than ` 10,000/-, he was not a 'workman' under the Section 2(s) of the ID Act. A prayer was made for dismissal of the claim statement.

6. The workman filed separate replications to the written statements filed by management No.1 & 4 as well as management No.5 wherein he reiterated the averments of his claim statement and denied the averments made in written statements.

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7. From the pleadings of the parties, following issues were framed vide order dated 16.07.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and to what relief he is entitled to ?OPW

2. Whether there is no relationship of employee-employer between the workman and management No.1 &4 ?OPM (management No.1 & 4)

3. Whether the workman has not approached the Court with clean hands and suppressed the material facts ?OPM (management No.1 & 4)

4. Whether the workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ?OPM (management No.5)

5. Relief.

8. Thereafter, both the parties were called upon to lead their respective evidence.

9. During the pendency of the matter, an application was moved by Learned Representative for the management No.5 for changing the name of management No.5 and for substitution of Authorised Representative of management No.5. Learned Representative for the workman pleaded no objection regarding allowing of the application filed management No.5 and the said application was allowed by the Court.

10. In the evidence of the workman, the workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'.

11. During the course of cross-examination of AW1, management No.1 & 4 put documents :-

Certified copy of appointment letter dated 01.04.2017 issued to the workman	**Exhibit 'MX/1'**
Certified copy of extension of contract letter dated 07.02.2018	**Exhibit 'MX/2'**
Certified copy of extension of contract letter dated 04.03.2019	**Exhibit 'MX/3'**
Certified copy of salary revision letter dated 09.07.2019	**Exhibit 'MX/4'**
Copy of letter dated 28.08.2019 on the subject 'Closure of Project'	**Exhibit 'MX/5'**
Certified copy of application form towards provident fund settlement dated 01.12.2019	**Exhibit 'MX/6'**

12. Learned Representative for the workman closed the evidence on behalf of the workman affirmative after tendering in evidence copy of documents relating to previous employment of the workman with Randstand i.e. Health & Safety Policy, Welcome letter, fixed term contract of employment, deputation,

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general terms and conditions (colly.) **(Exhibit 'W1'),** copy of statement of account bearing Account No.12332191003795 for the period 01.02.2016 to 02.01.2019 maintained by the workman with Punjab National Bank, Branch Sector 47-C, Chandigarh **(Exhibit 'W2').**

13. In evidence of the management, Paramjeet Singh Munjal - Senior Executive designated as Assistant Manager, Team Lease Services Limited, New Delhi appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Certified copy of Board Resolution dated 18.07.2022	**Exhibit 'MW1/1'**
Authority letter dated 26.08.2025 issued in his favour	**Exhibit 'MW1/2'**
Copy of the salary slip for the month of August, 2019	**Exhibit 'MW1/3'**
Copy of the salary slip for the month of September, 2019	**Exhibit 'MW1/4'**

14. Bhavna Pandey - Executive Legal, M/s Sika India Pvt. Ltd, Navi Mumbai appeared as MW2 and tendered her duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Board resolution dated 05.05.2025	**Exhibit 'MW2/1'**
Form No.MGT-14 dated 21.02.2024	**Exhibit 'MW2/2'**
Certificate of incorporation dated 08.05.2024	**Exhibit 'MW2/3'**
Order dated 10.07.2025 passed by Ld. NCLT, Mumbai	**Exhibit 'MW2/4'**
Service agreement dated 27.09.2017	**Exhibit 'MW2/5'**
Appointment letter dated 01.04.2017 issued to the workman	**Exhibit 'MW2/6'**
EPFO nomination and declaration of the workman	**Exhibit 'MW2/7'**
ESIC declaration form	**Exhibit 'MW2/8'**
Payment of gratuity statement	**Exhibit 'MW2/9'**
Letters dated 04.03.2019 issued by managements No.1 & 4 to the workman	**Exhibit 'MW2/10'**
Letter dated 28.08.2019 issued by managements No.1 & 4 to the workman	**Exhibit 'MW2/11'**
Reply dated 18.10.2019 filed by the management No.2 i.e. BASF	**Exhibit 'MW2/12'**

Thereafter, Learned Representatives for the management No.1 & 4 as well as management No.5 closed their evidence vide their separate statements.

15. No evidence in rebuttal was led by the workman.

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16. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

ISSUE NO. 4

17. This issue is taken in the first instance as management No.5 has taken the objection that the claimant does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act. It is submitted by the management that the workman was employed in supervisory capacity as Office Co-ordinator in terms of appointment letter dated 01.04.2017. He was drawing renumeration of more than ` 10,000/-. He was not a 'workman' to claim any benefit under the ID Act. However, Learned Representative for the workman submitted that the claimant was appointed as Sales Co-ordinator vide appointment letter dated 01.04.2007 as such he was covered under the definition of Section 2(s) of the ID Act. MW2 appeared on behalf of Sikka India Limited andvide her affidavit Exhibit 'MW2/A', she had deposed that the claimant was not an employee of Sika India Private Limited. He was employee of Team Lease Services Private Limited who was responsible to terminate his employment vide letter dated 28.08.2019. MW2 in his oral testimony has nowhere stated that the claimant was not a 'workman' within the purview of the ID Act. No evidence has been led by the management to establish that the claimant was not a 'workman' and as such,the said issue stands decided against management No.5 and in favour of the workman.

ISSUE NO. 1 & 2

18. Both these issues are taken up together being interlinked and for the sake of brevity. The workman was required to prove issue No.1 whereas management No.1 & 4 was required to prove issue No.2.

19. Learned Representative for the workman submitted that the workman was appointed as Sales Co-ordinator on 02.02.2016 through service provider named as Randstad in the respondent-Company and the appointment letter was issued to him on 13.01.2016 and thereafter BASF changed the services from Randstad to Team Lease, Bangalore. Thereafter, appointment letter dated 01.04.2017 was issued to the workman and his services were extended till 28.02.2020. On 29.08.2019 he received e-mail to the effect that his services will come to end on closing hours of 28.09.2019 and the company will not renew the appointment letter dated 01.04.2017 for any further period. The services of the workman have been terminated illegally without any reason and without providing any opportunity of being heard to the workman. Further, his conduct was excellent and without any blemish, as such, he is entitled to reinstatement in service with continuity of service and full back wages.

20. On the other hand, Learned Representative for the respondent No.1 &4 submitted that the employment of the workman was subject to terms & conditions of the appointment letter dated 01.04.2017. The claimant had worked with respondent No.1 & 4 till 30.09.2019 and after expiry of his work assignment he was relieved from the employment of management No.1 & 2 and his dues were paid in full & final settlement. Learned Representative for management No.5 submitted that the workman was engaged by management No.1 & 4 and not by management No.5 or his predecessor in interest.

21. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

22. The workman while appearing as AW1 vide his affidavit (Exhibit 'AW1/A') deposed in consonance with the facts detailed in the claim statement. He deposed that he was issued appointment letter dated

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01.04.2017 stating therein the terms & conditions of the employment and he was also issued employee code. Besides this, he was registered under Employees' Provident Fund Scheme, 1952 as well as Employees State Insurance Act, 1948 and the Payment of Gratuity Act, 1972. He deposed that vide letter dated 04.03.2019, his services were extended till 28.02.2020. He deposed that on 29.08.2019, he received an e-mail that with reference to appointment letter dated 01.04.2017 thathis contract of service would come to end on closing hours of 28.09.2019. He received a unilateral termination letter from the Company, which stated the same to be a contract closure document. He deposed that termination letter dated 29.08.2019 is liable to be set aside as his services were extended till 28.02.2020 vide letter dated 04.03.2019. Further, he was working as Sales Co-ordinator and looking after the work of sales of whole North Region and original appointment letter issued by the management did not make any reference to any specific project for which his services were being utilised. There was no project closure which could have any bearing on the service of the workman. He deposed that some other person was appointed by the management to undertake the same responsibilities as was being discharged by him. He deposed that he had sent a legal notices dated 03.10.2019 as well as 27.11.2019 to management and thereafter he issued demand notice under Section 2A of the ID Act.

23. On the other hand, MW1 Paramjeet Singh Munjal vide his affidavit (Exhibit 'MW1/2')deposed that claim statement was misconceived, untenable as the workman was issued appointment letter dated 01.04.2017 and he worked with the answering management till 30.09.2019 and he was also given statutory advance notice, as per appointment letter, and paid salary of ` 29,763/-towards the notice period in the month of September, 2019. The Provident Fund also stands released to him in the financial year 2019-20. The job assignment of the workman came to an end due to expiry of the work assignment on 26.09.2019. He further deposed that there was no employer-employee relationship between the workman and the answering management as he was purely appointed on contractual basis as per terms & conditions of the appointment letter. He deposed that the claimant was informed about the closure of project and was given 30 days' notice vide letter dated 28.08.2019 wherein it was specifically mentioned that his engagement would come to end on 26.09.2019 and he could collect his dues in full & final from the answering management. He deposed that the workman did not raise any objection regarding the same and the present proceedings initiated by the workman alleging illegally termination, were afterthought, false and frivolous. He deposed that his employment with BASF from 02.02.2016 to 01.04.2017 as Sales Co-ordinator does not pertain to the management No.1 & 4.

24. MW2 Bhavna Pandey - Executive Legal, M/s Sika India Private Limited vide her affidavit (Exhibit 'MW2/A')deposed that BASF India Limited is predecessor in the interest of M/s Sika India Private Limited. She deposed that the BASF India Limited had executed a Business Transfer Agreement with Master Builders Solution India Pvt. Ltd. and during the course of the present proceedings, due to corporate restructuring of Master Builders Solution India Pvt. Ltd., the name of Master Builders Solution India Pvt. Ltd. was resolved to be changed through a special resolution to Sika MBCC India Private Limited and thereafter, the aforesaid resolution was filed with the Ministry of Corporate Affairs. The Ministry of Corporate Affairs certified the change in the name of Master Builder Solutions India Pvt. Ltd. to Sika MBCC India Pvt. Ltd. She deposed that the workman was not under their employment and appointment letter placed on record by the workman showed that there existed no direct contract of service between management No.5 or its predecessor in interest and the workman. The workman was in direct employment and under the economic control and supervision of management No.1 & 4 and not of management No.5 or its predecessor in interest. She deposed that management No.1 & 4 were responsible for terminating the employment of the workman vide letter dated 28.08.2019 and the letter also confirms that the workman was an employee of management No.1 & 4.

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25. It transpires from the record that the workman vide his affidavit Exhibit 'AW1/A' stated that he was appointed as Sales Co-ordinator on 02.02.2016 through service provider named as Randstad in the respondent-Company. Originally, he was appointed by BASFon the aforesaid post and appointment letter inthat regard was issued on 13.01.2016. He deposed that thereafter, BASF changed the services from Randstad to Team Lease, Bangalore. On the other hand, management No.1 & 4 submitted that the employment of the workman with BASF from 02.02.2016 to 01.04.2017 as Sales Co-ordinator did not pertain to them. It is submitted that management No.1 &4 has nothing to do to with the change of services to Randstad to Team Lease, Bangalore as it was an internal matter of BASF. AW1 during his oral testimony has stated that his first appointment with BASF was in the month of February, 2016 and his first appointment letter was issued by Randstand - contractor / service provider. In the year 2017, BASF replaced Randstand and a fresh contract was executed between BASF and Team Lease Services on 27.09.2017 (Exhibit 'MX'). He admitted that the Team Lease Services continued his job on replacing Randstand and the appointment letter dated 01.04.2017 (Exhibit 'MX/1') was issued to him by Team Lease Service.Perusal of the document Exhibit 'MX/1' reveals that the same is an appointment letter dated 01.04.2017 addressed to the workman mentioning his employee code No.1176021. The said appointment letter provides that the workman was appointed as Office Co-ordinator and his contract would commence from 01.04.2017 and expire on 28.02.2018 subject to terms & conditions of engagement letter executed by him on 01.04.2017 and in accordance with the instructions received by him from the Company. The said appointment letter further mentions that nature of relationship with Team Lease will be that of contract of service for fixed period and any dispute between him and Team Leaseshall be referred to the sole Arbitrator appointed by the Team Lease. The workman during his cross-examination admitted that his initial appointment was for a period of one year. He admitted that his period of contract was extended in February, 2018 vide letter dated 07.02.218 (Exhibit 'MX/2') and thereafter, again extended vide letter dated 04.03.2019 (Exhibit 'MX/3'). He admitted that on extension of period of contract, his services conditions remained the same as mentioned in the appointment letter (Exhibit 'MX/1'). He admitted that he has signed the extension of contract dated 07.02.2018 and 04.03.2019 after going through the terms & conditions of appointment letter dated 01.04.2017 (Exhibit 'MX/1').

26. It is not disputed that the workman was appointed vide appointment letter dated 01.04.2017 issued by the Team Lease and contract was extended vide letters dated 07.02.2018 and 04.03.2019.

27. The workman contended that he had received the e-mail of closure of project on 28.08.2019 vide Exhibit 'MX/5'. Letter dated 28.08.2019 (Exhibit 'MX/5') relates to the subject 'Closure of Project' and it stipulates that the employment of the workman with the Company was covered by way of terms & conditions laid down in the appointment letter dated 01.04.2017 and the service rules of the Company. It is further mentioned that due to the expiry of the work assignment allotted to the workman, his engagement would come to end w.e.f. 26.09.2019 and his notice period of 30 days will begin from 28.08.2019 and he was directed to collect his full & final dues after the said date. The perusal of the said letter reveals that the workman was informed that his work assignment would come to end w.e.f. 26.09.2019 and notice period of 30 days has commenced from 28.08.2019. The workman during his cross-examination stated that vide letter dated 28.08.2019 he was given prior notice that his engagement with Team Lease Services Ltd. will came to an end w.e.f. 26.09.2019. He admitted that he was paid monthly salary for the month of September, 2019 by Team Lease Services and he had worked with the Team Lease Servicesfrom 01.04.2017 to 28.09.2019.

28. Learned Representative for the workman submitted that the services of the workman were terminated withoutgiving any opportunity of being heard. However, Learned Representative for management

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No1. &4 submitted that the workman was appointed for contract service for a fixed period and before his termination, he was given prior notice and thereafter, his services were terminated in accordance with the terms & conditions of the appointment letter issued to him. The workman during his cross-examination admitted that his appointment letter was contractual as per the appointment letter dated 01.04.2017. He had also admitted that he had moved the application form towards PF settlement dated 01.12.2019 along with copies of documents (Exhibit 'MX/6'colly.) and as per statement dated 09.12.2019, he was paid his dues of EPFand copy of statement is Exhibit 'MX/7'. He admitted that he had not completed the continuous service of five years with Team Lease and he had worked for 2 years and 8 months with the Team Lease Services. He admitted that there was no physical control of Team Lease Service on his work except his appointment on contractual basis and economic benefits. He admitted that letter dated 28.02.2019 (Exhibit 'MX/5') was issued to him by Team Lease. Entire evidence on record reveals that appointment of the workman was on contractual basis. The workman has also admitted the said fact during his oral testimony. The workman was given 30 days' prior notice. Further, he was paid salary for the month of September, 2019 to the tune of ` 29,763/-. Admittedly, he has been paid the dues of PF by management No.1 &4 to the tune of ` 63,999/- on 09.12.2019. The appointment of the workman was made on contractual basis as per terms & conditions of the appointment letter (Exhibit 'MX/1') and the workman was well aware of the fact that he was appointed on contractual basis for fixed period. Further, perusal of Exhibit 'MX6' i.e. application form towards provident fund settlement duly signed by the workman reveals that the reason for settlement was mentioned as 'End of Contract'. Therefore, the workman cannot take the plea that his services were terminated in an illegal manner. Since, his employment was on contractual basis with management No.1 & 4,therefore, relationship of employer-employee existed between management No.1 & 4 though limited to terms & conditions incorporated in the appointment letter. Hence, issue No.1 stands decided against the workman and issue No.2 stands disposed off accordingly.

ISSUE NO. 3

29. The management No. 1 & 4 was required to prove the said issue. Learned Representative for management No.1 & 4 has not pressed the said issue during the course of arguments. As such, the said issue stands disposed off accordingly.

RELIEF

30. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : May 18, 2026

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 23rd July, 2026

No. 674381-HII(2)-2026/6835.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **71/2023 dated 22.05.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHIV KUMAR, H.NO.2371, NEW INDIRA COLONY, MANI MAJRA, CHANDIGARH. (WORKMAN)

AND

1. M/S INNOVISION LTD., SCO NO.660, SECTOR 70, SAS NAGAR (MOHALI).

2. CHAIRMAN, PUNJAB STATE COOPERATIVE SUPPLY & MARKETING FEDERATION LTD., SECTOR 36, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Shiv Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated the averments of claim statement are that the workman was appointed as Mali by management on 15.09.1997 and he was deployed at the work place of management No.2. He remained in continuous & uninterrupted employment up to 16.07.2022 when his services were illegally & wrongly terminated and at that time he was drawing ` 14,000/- per month as wages. The workman submitted that on 17.07.2022 he went to attend his normal duties but he was refused work by the management without assigning any reason & notice. There was no complaint against his work & conduct rather his work & conduct was appreciated by all. For his reinstatement,the workman lodged a complaint with the Labour Inspector, U.T. Chandigarh but the dispute could not be settled. It is stated that refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25F of the ID Act. He was not issued any charge sheet. Further, no inquiry was held. He was not paid any retrenchment compensation. He served the demand notice upon the management but the management did not reply to the same. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but the dispute could not be settled within the stipulated time. It is stated that the action of the management is illegal, wrongful, motivated, against the principles of natural justice and unfair labour practice. It is prayed that the workman may be reinstated with continuity of service, full back wages without any change in service conditions and with all attendant benefits. Further, he remained unemployed from the date of termination till date.

3. The management contested the case of the workman and filed written statement raising preliminary objectionsinter alia that the claim statement filed by the workman was not maintainable.

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Management No.1 never received any demand notice or notice of conciliation proceedings and conciliation proceedings, if any,were conducted behind the back of management No.1 and are nonest in the eyes of law. The workman has concealed the material facts from the Court. The agreement between management No.1 & 2 came into existence in the year 2016 and management No.1 never engaged the workman prior to 2016. It is admitted that he was deployed at the premises of management No.2 but it is denied that his services were ever illegally or wrongly terminated by management No.1. It is stated that the workman was transferred as per instructions of management No.2 due to non-requirement at the previous location. He was duly issued a transfer direction to join at a different place as per orders of the principal employer but the workman was never refused employment by management. It is denied that there was no complaint against him and his work & conduct was appreciated by all. Since, no dispute existedagainst management No.1, the question of settlement does not arise. It is stated that there is no violation of Section 25F or any other provisions of the ID Act by management No.1 as no termination was ever affected by management No.1. Management No.1 never received any demand notice dated 30.03.2023 or any communication from the Conciliation Officer. The workman was not entitled for relief as claimed for.A prayer was made for dismissal of the claim statement qua management No.1.

4. Management No.2 filed separate written statement submitting that management No.1 is the employer of the workman and not the answering management. The answering management has asked the outsourcing agency i/e/ management No.1 to arrange the services of Mallies and other categories of employees as per the need and requirement and was not in any manner involved with the appointments / recruitments / transfers / postings of any of the employees of the outsourcing agency including the present workman and the same was an internal matter of the outsourcing agency. The workman has sought relief qua termination of his service which is prerogative of management No.1. Management No.1 was employer of the workman and competent authority to grant the relief sought by him. The answering management has no role to play in transfer or terminate the services of the employees of management No.1. Prayer was made for dismissal of the claim statement.

5. The workman filed separate replications to the written statement of management No.1 & 2 wherein he reiterated the contents of the claim statement and denied the averments of written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 07.01.2026 :-

1. Whether the termination of services of the workman is illegal ? If so, to what effect and what relief he is entitled to ?OPW
2. Whether the claim statement is not maintainable ? OPM (management No.1)
3. Whether there is no employer-employee relationship between management and workman ? OPM (management No.2)
4. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. Thereafter, Learned Representative for the workman closed the evidence of the workman in affirmative.

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9. On the other hand, management No.1 examined Davinder Singh - Assistant Manager (Compliance) as MW1 and tendered into evidence his duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Authority letter in favour of Davinder Singh	**Exhibit 'R1/1'**
Copy of transfer letter which is part of transfer book	**Exhibit 'R1/2'**
Copy of agreement between management No.1 & 2	**Mark 'A'**

10. Management No.2 examined Amandeep Singh - Liaison Officer as MW2 and tendered into evidence his duly sworn-in affidavit Exhibit 'MW2/A' along with document :-

Authority letter dated 16.03.2026 issued in favour of Amandeep Singh by Executive Director, MARKFED	**Exhibit 'MW2/1'**

Thereafter, Learned Representative for management No.1 as well as management No.2 closed their evidence vide separate statements.

11. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

ISSUE NO. 1 to 3

12. All the issues are taken up together being interconnected and in order to avoid repetition. The workman was required to prove issue No.1 whereas management No.1 was required to prove issue No. 2 and onus to prove issue No.3 was on the management No.2.

13. Learned Representative for the workman submitted that the workman was deployed as Mali at premises of management No.2 through management No.1, however, his services were terminated on 17.07.2022 without any reason though his work & conduct was satisfactory. He submitted that the matter was reported to the Assistant Labour Commissioner-cum-Conciliation Officer but no settlement could be arrived between the parties. He prayed for reinstatement of the workman with continuity of service and full back wages.

14. On the other hand, Learned Representative for management No.1 submitted that management No.1 has entered into agreement with management No.2 for supply of manpower and no relationship of employer & employee ever existed between the workman and management No.1 prior to the year 2016. He argued that services of the workman was transferred but he did not join. It is submitted that the workman has alleged illegal termination on 17.07.2022 but no termination order has been produced on record. He prayed that the workman was not entitled for any relief.

15. Learned Representative for management No.2 submitted that there was no relationship of employer-employee between the workman and management No.2 and therefore, the workman has no relief qua management No.2.

16. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

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17. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' has deposed in consonance with the facts detailed in the claim statement.He deposed that he was appointed by management as Mali on 15.09.1997 and was deployed at the work place of management No.2 and he remained in continuous &uninterrupted employment up to 16.07.2022 and at that time he was drawing monthly wages of `14,000/-, however, on 17.07.2022 he was refused work by the management without any rhyme & reason. He deposed that the management has violated Section 25F of the ID Act. He was neither issued charge sheet nor any inquiry was conducted against him and he was not paid retrenchment compensation.

18. On the other hand, MW1 Davinder Singh deposed that the workman has alleged to have been appointed in the year 1997 whereas agreement between management No.1 & 2 only came into existence in the year 2016. The workman had not been appointed, engaged, supervised or controlled by management No.1 at any time prior to the year 2016. He deposed that the workman was never terminated by management No.1 rather transfer order was issued as per direction issued by management No.2 but the workman chose not to comply with the directions and abandoned the service. He deposed that since the management No.1 neither appointed nor terminated the workman, the present claim is not maintainable against management No.1. Further, management No.1 never received any demand notice or notice of conciliation proceedings. It is denied that on 17.07.2022 the workman was refused duty without any reason or notice. Since no dispute existed against management No.1, therefore, the question of settlement does not arise. He testified that there is no violation of Section 25F and other provisions of the ID Act and the workman is not entitled to reinstatement with continuity of service or any relief as claimed for by him.

19. MW2 Amandeep Singh vide his affidavit Exhibit 'MW2/A' deposed that management No.1 is the employer of the workman and management No.2 has never appointed,recruited or employed the workman. He deposed that the relief claimed by the workman pertained to the alleged termination of his services, which is the internal matter of management No.1. No cause of action arose against management No.2. He is not entitled for any relief qua management No.2.

20. It transpires from the record that the workman has stated that he joined the management as Mali on 15.09.1997 and he was deployed at work place of management No.2. Management No.1 had stated that agreement between management No.1 & 2 came into existence in the year 2016 and prior to the year 2016 there was no relationship of employer-employee between management No.1 and workman. The workman has not led any evidence regarding his appointment by the management in the year 1997. There is no evidence, oral or documentary to the said effect. As such,the workman has failed to prove that he was appointed by the management on 15.09.1997 as averred by him.

21. It is the case of the workman that the workman remained in uninterrupted employment of the management up to 16.07.2022 when his services were illegally& wrongly terminated. The workman deposed that he was deployed at work place of management No.2. Learned Representative for management No.2 submitted that management No.1 i.e. outsource agency was engaged for hiring the services of Mali and other categories of work and MARKFED has no role whatsoever in the appointment, recruitment, transfer, posting, service conditions, disciplinary control or termination of employees engaged by outsource agency. The workman when put to cross-examination by management No.2 stated that he was hired by management No.1 and paid by management No.1 and his services were also terminated by management No.1. During his cross-examination by management No.1, he stated that management No.1 never appointed him. MW1 Devinder Singh during his cross-examination has stated that the workman had worked with management No.1 from the year 2016 to 16.07.2022 and no appointment letter was issued to any employee taken over by

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management No.1. He admitted as correct that management No.1 only pay wages to the employees deployed by them and supervision was being carried out by management No.2. He admitted that management No.1 was theappropriate appointing & disciplinary authority of the workman. MW2 during his cross-examination stated that management No.2 is the principal employer of the workman. The entire material on record reveals that management No.1 was the outsourcing agency so as to provide manpower and management No.2 was the principal employer of the workman and no direct relationship of employer-employee ever existed between management No.2 and workman. The workman has stated that his services were terminated on 17.07.2022 by the management without any notice or assigning any reason. However, it is the case of the management that the services of the workman were transferred and the workman did not join in pursuant to his transfer and therefore, his services were never terminated by the management. MW1 in his cross-examination stated that transfer order (Exhibit 'R1/2') was issued by management No.1 and management No.1 had the authority to implement transfer of the workman. Transfer order (Exhibit 'R1/2') has been placed on record by management No.1 and perusal of the said transfer order reveals that it is addressed to the workman Shiv Kumar and it bears his signatures too. The transfer order mentions that w.e.f. 01.08.2021 he was posted and transferred from MARKFED to Dr. B. R. Ambedkar, Mohali, Phase - VII. MW1 has stated that the workman had never approached the management No.1 for having any grievance regarding his transfer order.

22. Learned Representative for the workman submitted that services of the workman were terminated without any reason or rhyme by refusal of work. However, MW1 has placed on record the transfer order (Exhibit 'R1/2') and he has not been cross-examined on the aspect that the said transfer order was never issued to the workman or that it never contained the signatures of the workman or that the same wasa forged and fabricated one. The workman has not led any evidence to rebut the said transfer order (Exhibit 'R1/2'). The workman has failed to place on record any termination order averred to be have been issued by management No.1 rather transfer orders on record show that the services of the workman were never terminated. Since the workman has failed to prove that his services were terminated, therefore the question of violation of Section 25F of the ID Act does not arise. Issue No.1 stands decided against the workman and in favour of the management whereas issue No.2 stands decided in favour of management No.1 and against the workman and issue No.3 stands in favour of the management No.2 and against the workman.

RELIEF

23. In view of the aforesaid findings on issue No.1 & 2, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : May 22, 2026

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 23rd July, 2026

No. 674424-HII(2)-2026/6839.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment?s Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **81/2023 dated 26.05.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SOBHAN KUMAR SINGH @ SOHAN SINGH S/O SHEO LAKHAN SINGH, AGED ABOUT 48 YEARS, R/O HOUSE NO. 192, NEAR POST OFFICE, HALLOMAJRA, CHANDIGARH. (WORKMAN)

AND

1. M/S AQUIPA ENTERPRISES (THROUGH ITS PROPRIETOR PRABHJEET SINGH), ADDRESS: PLOT NO. 3119, INDUSTRIAL AREA, PHASE - 2, CHANDIGARH.

2. PRABHJEET SINGH (PROPRIETOR OF M/S AQUIPA ENTERPRISES), PLOT NO. 3119, INDUSTRIAL AREA, PHASE - 2, CHADNIGARH.

3. M/S KHANNA ENTERPRISES (THROUGH ITS PROPRIETOR RAJINDER KAUR), PLOT NO 3118, INDUSTRAIL AREA, PHASE - 2, CHANDIGARH.

4. RAJINDER KAUR (PROPRIETOR OF M/S KHANNA ENTERPRISES), PLOT NO. 3118, INDUSTRIAL AREA, PHASE - 2, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Sobhan Kumar Singh @ Sohan Singh has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated that the workman was appointed by respondent-management No.2 in his factory / respondent No.1 as Welder and he joined on 15.04.2014. Management No.1 is the proprietorship firm / factory owned & managed by respondent No.2. Similarly, management No.3 is proprietorship firm / factory owned by management No.4, who is mother of respondent No.2. Additionally, respondent No.2 also oversees the day-to-day activities of respondent/management No.3. The workman stated that he worked for 8:30 A.M. to 5:00 P.M. daily with weekly off and his work was controlled, supervised & assessed by management No.1 & 2. His personal file and leave record was maintained by management No. 1 &2. He was paid monthly wages of ` 11,200/- in cash by management No.1 & 2 and if there was less work in the factory of management No.1 then respondent No.2 also assigned the additional work of management No.3 & 4 without paying extra wages. It is stated that in the month of July, 2021, the workman informed management No.1 for one month leave till mid of August, 2021 due to emergent situation at his village and respondent No.2 approved the same. The workman stated that there was no procedure for applying the leave in writing in the

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office of management nor any form of leave was provided by the respondent-management. Information in oral was sufficient for leave and the management deducted the wages of leave period from the monthly wages. It is stated that on 17.08.2021, the workman returned and went to his work place and informed the respondent No.2 regarding continuing service. However, he was told by respondent No.2 that his services were terminated. The workman stated that he was neither issued any memo nor any charge sheet before his termination. No inquiry was conducted against him and his services were terminated without following due procedure of law. He was not given full & final including notice pay, retrenchment compensation, gratuity, leave encashment, bonus of last two financial years and paid leaves.He had completed 240 days in twelve months preceding his illegal termination. Earlier on 16.11.2021, the workman filed demand notice before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and the same was referred vide memo No.997 dated 19.04.2022. The workman filed statement of claim before this Court and due to certain technicalities, same was withdrawn by him with a liberty to file a fresh one. The workman submitted demand notice to the management with copies to the Assistant Labour Commissioner-cum-Conciliation Officer, Sector 30, Chandigarh. The Conciliation Officer initiated conciliation proceedings and ultimately, the conciliation proceedings failed and accordingly, the Conciliation Officer vide Memo No.2799 dated 17.10.2023 advised the workman to refer under Section 2A of the ID Act. It is prayed that verbal termination is illegal, malafide and in violation of all the provisions of the ID Act and he may be reinstated with full back wages and continuity of service.

3. Respondent-management No.2 filed written statement on behalf of management No.1 & 2 stating that the workman had never remained as their employee in the firm and the firm was not established on the date of joining of the workman, as stated in the claim statement. It is stated that respondent No.2 is the Proprietor of Aquipa Enterprises. It is submitted that management No.1 & 2 were not intimated about any demand notice dated 16.11.2021. However, Memo No.1948 dated 17.07.2023 was received, which was duly replied. Since, the workman was never employed with respondent No.2, therefore, a prayer was made for dismissal of the claim statement.

4. Management No. 3 & 4 filed joint written statement stating that the workman had never worked with the management. He has not attached any documentsor proof to get strength his claim. The statement of claim was imaginary and afterthought. It is stated that in the previous complaint bearing IDR No.50/2022, the workman had claimed being appointed by Khanna Enterprises. He never approached the Court with clean hands and had concealed the material facts from this Court. There was no relationship of workman & management between the parties. A prayer was made for dismissal of the claim statement.

5. The workman filed replication to the written statement filed by respondent-management No. 1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

6. From the pleadings of the parties, following issues were framedfor determination vide order dated 18.02.2025 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ?OPW
2. Whether there is no relationship of employer-employee between managements and workman ?OPM (management No.1 to 4)

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3. Whether the workman has not approached the Court with clean hands and concealed the material facts ?OPM (management No. 1 to 4)

4. Whether the claim statement is barred by limitation ?OPM (management No.3 & 4)

5. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of demand notice	**Exhibit 'W1'**
Original postal receipts	**Exhibit 'W2' to Exhibit 'W5'**
Failure report bearing Memo No.2799 dated 17.10.2023 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W6'**

9. The workman also examined Rajesh Ram, S/o Shri Ram Vraksh Ram, R/o House No.8/3, Small Flats, Maloya, Chandigarh as AW2, who tendered his affidavit Exhibit 'AW2/A'. He also tendered into evidence documents :-

Certified copy of statement of the parties dated 11.12.2021 suffered in Lok Adalat in IDR No.95 of 2021 titled as Rajesh Ram Versus Noni Enterprises	**Exhibit 'AW2/1'**
Downloaded self-attested copy of e-Penchan Card of Rajesh Ram with the name of Employer i.e. Aquipa Enterprises	**Exhibit 'AW2/2'**
Copy of demand notice dated 17.09.2019 raised by the workman before the A.L.C., Sector 30, Chandigarh	**Exhibit 'AW2/3'**
Self-attested copy of aadhar card of Rajesh Ram	**Exhibit 'AW2/4'**

Thereafter, Learned Representative for the workman closed the evidence on behalf of the workman.

10. In evidence of management No.2, Prabhjeet Singh - Proprietor appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Copy of registration under the Punjab VAT Act, 2005	**Exhibit 'MW1/1'**
Copy of rent deed dated 10.08.2015	**Exhibit 'MW1/2'**
Copy of e-pehachan card (ESIC) in favour of Varinder S/o Birju	**Exhibit 'MW1/3'**

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Attendance register of employee Varinder S/o Birju for the month of December, 2016	**Exhibit 'MW1/4'**

11. During the cross-examination MW1 also brought on record documents :-

GST registration certificate of M/s Aquipa Enterprises	**Exhibit 'MW1/5'**
Registration of M/s Aquipa Enterprises under Punjab Shops & Commercial Establishment Act, 1958 extended to Chandigarh	**Exhibit 'MW1/6'**
Bank account statement of the establishment M/s Aquipa Enterprises from 01.04.2018 to 17.02.2026	**Exhibit 'MW1/7'**
Form GST R1 (details of outward supply of goods or service) from the financial year 2018-19 to 2025-26 and Form GST R3B from the financial year 2018-19 to 2025-26	**Exhibit 'MW1/8' (colly)**
Register of employees from April, 2018 to January, 2026	**Exhibit 'MW1/9'**

12. Management No.3 examined MW2 Jagmeet Singh - Authorised Representative of Rajinder Kaur - Proprietor, who tendered into evidence his duly sworn-in affidavit Exhibit 'MW2/A'. During the cross-examination MW2 also brought on record documents :-

GST registration certificate of M/s Khanna Enterprises	**Exhibit 'MW2/1'**
Registration of M/s Khanna Enterprises under Punjab Shops & Commercial Establishment Act, 1958 extended to Chandigarh	**Exhibit 'MW2/2'**
Bank account statement of the establishment M/s Khanna Enterprises from 01.04.2018 to 17.02.2026	**Exhibit 'MW2/3'**
Form GST R1 (details of outward supply of goods or service) from the financial year 2018-19 to 2025-26 and Form GST R3B from the financial year 2018-19 to 2025-26	**Exhibit 'MW2/4' (colly)**
Register of employees from April, 2018 to January, 2026	**Exhibit 'MW2/5'**

Thereafter, Learned Representative for the management No.1 to 4 closed the evidence on behalf of management No.1 to 4.

13. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

ISSUE NO. 1 & 2

14. Both these issues are taken up together being interconnected and in order to avoid repetition.

15. The workman was required to prove issue No.1 whereas management No.1 to 4 was required to prove issue No.2.

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16. Leaned Representative for the workman submitted that the workman was appointed by management No.2 as Welder in the year 2014 and his services were terminated in August, 2021. He submitted that the workman has completed more than 240 days of service in twelve calendar months preceding his date of termination and so he is entitled to reinstatement with continuity of service and full back wages. However, Learned Representative for the management No.1 to 4 submitted that the workman never remained as employee of the respondents-management and so there was no question of issuing any notice pay or paying any retrenchment compensation etc. He prayed for dismissal of the claim of the workman.

17. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

18. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' has deposed in consonance with the claim statement. He deposed that on 15.04.2014, he was appointed as Welder by respondent No.2 in his factory. He was paid ` 11,200/- (in cash) every monthby management No.1 & 2. He took leave in the mid of July, 2021 to meet some urgent situation at his native village and mangement No.2 approved the same. On 17.08.2021,when he returned and went to his work place he was told by respondent No.2 that his services were terminated. He deposed that neither any charge sheet was served to him nor any inquiry was conducted against him. He deposed that on 16.11.2021, he filed demand notice before the Assistant Labour Commissioner-cum-ConciliationOfficer, U.T. Chandigarh and the same was referred vide Memo No.997 dated 19.04.2022, however, he withdrew the same due to some technical issue with liberty to file a fresh. Thereafter, he filed fresh demand notice against the respondents-management and the conciliation proceedings failed before the Assistant Labour Commissioner-cum-Conciliation Officer. He was issued Memo No.2799 dated 17.10.2023 and advised to approach this forum. He deposed that he is entitled for reinstatement with continuity of service and back wages.

19. AW2 Rajesh Ram vide his affidavit Exhibit 'AW2/A' deposed that he was working with the mangement since 01.08.2009 as Fitter (Skilled) and continued to work till 09.09.2019 when his services were terminated illegally & arbitrarily by the mangement. He challenged his termination of services before this Court / Tribunal through ID No.95/2021 and the management reinstated his services vide order dated 11.12.2021. He deposed that the workman Sobhan Kumar Singh @ Sohan Singh was working for the management since 15.04.2014 though he was not issued any appointment letter, ESIcard. He deposed that workman used to perform his duties under the common supervision and direction of the same mangement, shifting between different firms owned by the mangement as per production requirement and orders received. M/s Noni Enterprises, M/s Aquipa Enterprises, M/s H. K. Enterprises, M/s S.U. Enterprises and M/s Khanna Enterprises were the establishments which were operated, controlled and managed by members of the family under different trade names and entities. The workmen were transferred and deputed interchangeably without any formal procedure or record.

20. On the other hand, MW1Prabhjeet Singh - Proprietor of M/s Aquipa Enterprises vide his affidavit Exhibit 'MW1/A' deposed that the workman was never in their employment and there was no employer-employee relationship between respondent No. 2 and the workman. He deposed that the management No.1 had already filed the rent deed, company registration certificate, e-Pehachan card and attendance register in reply to the application under Section 11(3)(b) of the ID Act and the same may be read as part & parcel of the affidavit Exhibit 'MW1/A'. He was not aware of the demand notice dated 16.11.2021 or Memo No.997 dated 19.04.2022 issued by the workman.

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21. MW2 Jagmeet Singh - Authorised Representative of management No.4 vide his affidavit Exhibit 'MW2/A' deposed that the workman in earlier IDR No.50/2020 had alleged his appointment which was made by Khanna Enterprises, which is inconsistent with present claim. The workman has preferred the present IDR, which is an afterthought. He deposed that there was no employer-employee relationship between the parties and no amount is due and payable by the management to the workman.

22. It transpires from the case file that the workman filed his affidavit Exhibit 'AW1/A' stating that he was appointed by respondent No.2 in his factory as Welder on 15.04.2014 on a monthly salary of `11,200/- which was paid to him by respondent No.2. Mangement No.1 & 2 had denied the existence of any employer-employee relationship with workman. The workman during his cross-examination stated that he started working with the management on 13.06.2013 and no appointment letter was issued by the management. He made verbal requests to his senior for issuance of appointment letterbut the same was not issued to him.He stated that his presence was marked by the management but he did not have any record. During cross-examination,he stated that he was getting monthly wages for a sum of ` 11,200/- and his last drawn wages were ` 15,000/- and if there was less work with management No.1 & 2, he used to work with mangement No.3 & 4. During his cross-examination the workman also stated that he was not covered under ESI scheme and he made request to Mr. Rana (elder of Mr. Prabhjeet Singh i.e. management No.2) for his enrolment under ESI Scheme in the year 2015. AW2 during his cross-examination stated that the workman has started his working with the management in the year 2014. He stated that he had not seen any document to show that the workman was working with the management. He deposed that the workman used to do work of welding with the management and establishment H. K. Enterprises had closed. S.U. Enterpriseswas also closed and management No.2 is the owner of Aquipa Enterprises and Rajinder Kaur is the Proprietor of M/s Khanna Enterprises. MW1 Prabhjeet Singh during his cross-examination had stated that the management No.1 i.e. Aquipa Enterprises is dealing with job of buffing and grinding metal and in the year 2016, there was approximately 6-7 employees working with management No.1 and in the year 2021, approximately 6-7 employees were working with management No.1. He stated that M/s Aquipa Enterprises never issued identity card to employees and he suffered voluntarily statement that the ESI cards of the workers are their identity cards. MW1 has placed on record the registration certificate under Punjab VAT Act, 2005(Exhibit 'MW1/1'). The said certificate pertains to M/s Aquipa Enterprises with the date of issuance mentioned as 18.03.2016. The rent agreement dated 10.08.2015 (Exhibit 'MW1/2') has been executed between H.S. Khanna and Prabhjeet Singh(management No.2). MW1 in his cross-examination has stated that Varinder was working as one of the employees with management No.1 and he was working with management No.1 since the year 2016. The GST certificate (Exhibit 'MW1/5') mentions the date of issuance of certificate in favour of Aquipa enterprises as 21.09.2017. The document on record produced by MW1 do not reflect that the workman was working with Aquipa Enterprises. The workman has not produced on record any document to show that he had joined as Welder with management No.1 on 15.04.2014 rather the documents on record produced by management No.1 & 2 reflects that the firm was not registered on the averred date of joining of the workman. As such, the workman has failed to establish that he had worked with management since the year 2014.

23. Learned Representative for the management submitted that the workman had filed the previous complaint bearing IDR No.50/2020 wherein he has claimed that he was appointed by M/s Khanna Enterprises and in the present claim statement, he has alleged being appointed by respondent No.2. Admittedly, statement of claim filed previously was withdrawn by the workman due to technical error. The workman examined Rajesh Ram as AW2, however during his cross-examination he admitted that he has no document to show that the workman had worked with the management. The statement of the parties suffered in IDR No.95/2021

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titled as "Rajesh Ram Versus Noni Enterprises"is of no help to the case of the workman as the same pertains to workman namely Rajesh Ram. Similarly, e-Pehachan card Exhibit 'AW2/2' issued to Rajesh Ram mentions the name of employer as Aquipa Enterprises mentioning date of registration as 07.02.2017. The e-Pehachan card also does not reflect that Aquipa Enterprises existed in the year 2014 when workman Sohan Singh has averred to have joined management No.1. MW2 Jagmeet Singh during his oral testimony stated that he is working as Manager in M/s Khanna Enterprises since 2014 and Khanna Enterprises is registered with GST and he also produced the GST registration certificate of M/s Khanna Enterprises which mentions date of issuance of certificate as 21.09.2017. The registration of M/s Khanna Enterprises under Punjab Shops & Commercial Establishments Act shows date of commencement of business 2017. No evidence has been led by the workman to establish that he has ever worked with the management. Since, it has not been established by the workman that the management No.1 & 2 was his employer, therefore, question of termination of his services by management No.1 & 2 does not arise. Therefore, issue No.1 stands decided against the workman whereas issue No.2 stands decided in favour of the management.

ISSUE NO. 3 & 4

24. Management No.1 to 4 was required to prove issue No.3 whereas management No.3 & 4 was required to prove issue No.4.Learned Representative for management No. 1 to 4 has not pressed both the said issues during the course of arguments. As such, both the said issues stand disposed off accordingly.

RELIEF

25. In view of the aforesaid findings on issue No.1 & 2, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

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(Sd.) . . .,

Dated : May 26, 2026

(MANISHA JAIN)
UIDNo.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 30th July, 2026

No. 153.—In exercise of the powers vested in them by Section 139 (b) of the Code of Civil Procedure, 1908; Section 333 of The Bharatiya Nagarik Suraksha Sanhita, 2023 and Section 3(2)(a) of the Oaths Act, 1969 (Act No. 44 of 1969), Hon'ble the Acting Chief Justice and Hon'ble Judges are pleased to appoint:

Sr. No	Name of the Advocate/ Father's/Husband's Name/ Place for which applied for	Remarks
1	Sh. Rama Kant Joshi s/o sh. Bishan Dass, District Court, Chandigarh	For a period of two years from the date of notification, subject to the curtailment, if any.
2	Ms. Sonia Kulrattan Kaur d/o Sh. Hardial Singh Bajwa, District Court, Chandigarh	For a period of two years from the date of notification, subject to the curtailment, if any.

as Oath Commissioner(s) for administering oaths and affirmations to the deponents of affidavits under the provisions of the aforesaid Acts in accordance with the terms specified in Rule 5, Chapter 12-B of the High Court Rules and Orders, Volume-IV.

BY ORDER OF HON'BLE THE ACTING CHIEF JUSTICE AND HON'BLE JUDGES

(sd.) . . .,
Assistant Registrar (Rules)
for Registrar General

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 30th July, 2026

No. 155.—In exercise of the powers vested under Rule 5(xii), Chapter 12-B of High Court Rules & Orders, Volume-IV, Hon'ble the Acting Chief Justice and Hon'ble Judges of this Court have been pleased to curtail the remaining term as Oath Commissioner of Sh. Gurucharan Singh, District Courts, Chandigarh with immediate effect.

BY ORDER OF HON'BLE THE ACTING CHIEF JUSTICE AND HON'BLE JUDGES

(sd.) . . .,
Assistant Registrar (Rules)
for Registrar General

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CHANGE OF NAME

I, Gurpeet Kaur D/o Charan Singh R/o # 204, Near Shiv Mandir, Sector 14, Chandigarh, have changed my name to Gurpreet Kaur.

[2125-1]

I, Payara Singh S/o Nasib chand R/o # 223, Village Kaimbwala, Chandigarh, have changed my name to Piara Singh.

[2126-1]

I, Babita W/o Sh. Rishi Pal, House No. 3269, Sector 51-D, Chandigarh, have changed my name from Babita to Babita Devi.

[2127-1]

I, Shiv Chand Pal S/o Ram Dulare R/o H. No. 232, Sector 11A, Chandigarh, have changed my name to Shiv Chand.

[2128-1]

I, Rubi Mishra W/o Sanjeev R/o H. No. 204/A, Daria Chandigarh, have changed my name to Ruby Mishra.

[2129-1]

I, Manoj Kumar s/o Parmanand r/o H. No. 71, Khudda Jassu, Chandigarh, have changed my name to Mankesh Kumar.

[2130-1]

I, Ashok Kumar Kalra *alias* Ashok Kalra S/o Lt. Sh. Balwant Rai R/o 3589, Sector 22-D, Chandigarh, have changed my name to Ashok Kumar.

[2131-1]

I, Hina W/o Neelu R/o H. No. 206, small Flats, Maloya Chandigarh, have changed my name to KM Heena.

[2132-1]

I, Dimple Rani w/o Jogender Singh R/o # 353, RS Farm, Kansal Enclave road, Khuda Ali Sher, Chandigarh, do have changed my name from Dimple Rani to Dimple.

[2133-1]

I, Chanda Devi W/o late bhagwan dass R/o H. No. 1168, Deep Complex, Hallo Majra Chandigarh, have changed my name from Chanda Devi to Chanda.

[2134-1]

I, Rajinder Kumar S/o Malu Das, R/o House No. 830, New Indira Colony Manimajra Chandigarh, have changed my name from Rajinder Kumar to Rajinder Kumar Das.

[2135-1]

I, Madhvi Vaishya D/o Sh. Santosh kumar W/o Rahul Omparkash Vaishya R/o House No. 154, Punjab Engineering College Sector 12, Chandigarh, have changed my name from Madhvi Vaishya to Madhvi Rahul Vaishya.

[2136-1]

I, Reena , Wife of Mr. Sandeep Kumar, Resident of House No. 107, NPL Sector 26, Chandigarh, have changed my name from Reena to Km Reena.

[2137-1]

I, Ashish S/o Beli Ram R/o House No. 3015, Sector 27-D, Chandigarh, have changed my name to Ashish Uniyal.

[2138-1]

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I, Amarjit Kaur W/o Avtar Singh Deogun R/o House No. 129, Mayur Vihar, Sector 48-A, Chandigarh, have changed my name to Amarjit Kaur Deogun.

[2139-1]

I, Kamlesh Chauhan W/o Shri surinder kumar R/o # 698, Sector 16-D, Chandigarh, have changed my name from Kamlesh Chauhan to Kamlesh Rani.

[2140-1]

I, Ravi S/o Bhagwan Das R/o # 4130, Maloya Colony Chandigarh, have changed my name to Ravi Kumar.

[2141-1]

I, Mohammad Noshad S/o Mohd Shamshad R/o House No. 717, Daria, Chandigarh-160101, That I have changed my name from Mohammod Noshad to Mohammad Noshad.

[2142-1]

I, Diksha Rathod W/o Om Parkash R/o 3153, Sector 45-D, Chandigarh, have changed my name from Diksha Malik to Diksha Rathod after marriage.

[2143-1]

I, Meena Kumari Patial W/o Vishal Patial R/o H. No. 861/1, Sector 41-A, Chandigarh, have changed my name to Meena Kumari.

[2144-1]

I, Sushma Verma W/o Sh. Bipin Kumar Verma R/o H. No. 7, Sector 21-A, Chandigarh, have changed my name from Sushma Verma to Sushma Rani.

[2145-1]

I, Sanjay Trikha S/o Dilbagh Rai Trikha R/o H. No. 1221, Sector 33-C, Chandigarh, have changed my name to Sanjay Kumar Trikha.

[2146-1]

I, Harjit Kaur W/o Jaswinder Singh Bhullar R/o # 421, Sector 22-A, Chandigarh, have changed my name to Harjeet Kaur Bhullar.

[2147-1]

I, Nisha D/o Sita Ram R/o H. No. 5772, Duplex, Modern Housing Complex Manimajra Chandigarh, have changed my name to Nisha Kajla.

[2148-1]

I, Dharmendar Kumar Sah S/o Dhrup Sah R/o H. No. 6409/B, Sector 56, Chandigarh, have changed my name to Dharmendra Kumar Sah.

[2149-1]

I, Sanjay Kumar s/o Ashwant Singh Makan R/o House No. 286, Samadhi Gate, Manimajra, Chandigarh, have changed my name from Sanjay Kumar to Sanjay Kumar Makan.

[2150-1]

I, Bani D/o Buta Singh R/o H. No. 62, Bapu Dham Colony Sector 26, Chandigarh, have changed my name to Baani Sandhu.

[2151-1]

I, Rakesh Singh Chaudhary s/o Kaur Singh Chaudhary R/o # 77/5, Kajheri Sector 52, Chandigarh, have changed the name of my minor son from Aarav Singh to Aarav Singh Chaudhary.

[2152-1]

I, Parveen Kumar S/o Dharmbir Garg, House No. 33, Near Guga Peer, Daria, Chandigarh, have changed my minor daughter naem from Anakshi Garg to Aina Garg.

[2153-1]

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I, Jogender Singh S/o Ram Sawrup R/o # 353, RS Farm, Kansal Enclave Road, Khuda Ali Sher, Chandigarh, do ahve changed my minor son name from Aryaveer to Aryaveer Sheokand.

[2154-1]

I, Aaresh Kumar S/o Mam Chand House No. 426, Maloya Colony Chandigarh, have changed my minor daughter naem from Baby one of Priyanka to Iwanka.

[2155-1]

I, Gajinder Singh R/o Harpal singh R/o 903/1, Lower Bazar, Manimajra, Chandigarh, have changed my minor son's name from Baby of Renu to Abhiraj Singh Chauhan.

[2156-1]

I, Sanjaykumar Dantani S/o Shankarbhai Dantani, House No. 1837, Sector 45-B, Burail Chandigarh, have changed my minor daughter name from Dantani Chhayaben Sanjaybhai to Chhaya Sanjaykumar Dantani.

[2157-1]

I, Meena W/o Alkesh kumar, House No. 1779, Dhanas Chandigarh, have changed my name from Meena to Meena Rani.

[2158-1]

I, Mansa Ram S/o Bachnu, House No. 111, Bapu Dham Colony, Sector 26, Chandigarh, have changed my minor daughter name from Sunena to Sunaina.

[2159-1]

I, Ashima Gupta W/o Ritesh Goyal R/o House 200, Sector 38-A, Chandigarh, have changed my name to Ashima Goyal.

[2160-1]

I, Seema Devi W/o Hakim R/o # 602 C, Small Flat, Dhanas, Sector-14, Chandigarh, have changed my minor son name from Ajit Kumar to Anmol Goswami.

[2161-1]

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